



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

April 02, 2013

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

32 April 2, 2013

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**APPROVE COOPERATIVE AGREEMENT FOR  
108TH STREET ET AL. ROADWAY IMPROVEMENT PROJECT  
CITY OF INGLEWOOD-COUNTY OF LOS ANGELES  
UNINCORPORATED COMMUNITY OF WEST ATHENS  
(SUPERVISORIAL DISTRICT 2)  
(3 VOTES)**

### SUBJECT

This action is to approve a cooperative agreement between the City of Inglewood and the County of Los Angeles to provide financing and delegation of responsibilities for the 108th Street et al. roadway improvement project in the City of Inglewood and the unincorporated community of West Athens.

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the project is categorically exempt from the provisions of the California Environmental Quality Act.
2. Approve and instruct the Chairman of the Board to sign the cooperative agreement between the City of Inglewood and the County of Los Angeles to provide financing and delegation of responsibilities for design and construction of the 108th Street et al. roadway improvement project. The City of Inglewood and the County of Los Angeles will finance their respective jurisdictional shares of the project cost. The total project cost is estimated to be \$4,446,700 with the City of Inglewood's share estimated to be \$1,218,400 and the County of Los Angeles' share estimated to be \$3,228,300.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to approve a cooperative agreement with the City of Inglewood and the County of Los Angeles for the improvement of 108th Street from Van Ness Avenue to Normandie Avenue, 108th Street from 700 feet west of Vermont Avenue to 56 feet west of Vermont Avenue, Van Ness Avenue from Century Boulevard to Imperial Highway, and Western Avenue from 104th Street to 1,802 feet south of Imperial Highway.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Integrated Services Delivery (Goal 3). By improving the subject roadways, the residents of the City and nearby unincorporated County communities who travel on these streets will benefit and their quality of life will be improved.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The total project cost is estimated to be \$4,446,700 with the City's share estimated to be \$1,218,400 and the County's share estimated to be \$3,228,300. The City will finance its share of the project cost by depositing \$718,400 of City funds with the County and utilizing \$500,000 of the City's credit of Federal Surface Transportation Program—Local funds previously assigned to the County under Agreement 77057. The project is included in the Second Supervisorial District's Road Construction Program in the Fiscal Year 2012-13 Public Works Proposition C Local Return Capital Reserve Agreement Fund and Road Fund Budgets.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The enclosed cooperative agreement has been approved, as to form, by County Counsel and executed by the City.

The cooperative agreement provides for the County to perform the preliminary engineering and administer the construction of the project and the City and County to finance their respective jurisdictional share of the project cost. The City's actual cost will be based upon a final accounting after completion of the project.

Section 1803 of the California Streets and Highways Code provides that the Board of Supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purpose of more efficient construction or repair of streets and roads within the city. This proposal is also authorized and provided for by the provisions of Sections 6500 and 23004 et seq. of the Government Code.

### **ENVIRONMENTAL DOCUMENTATION**

This project is categorically exempt from the provisions of the California Environmental Quality Act pursuant to Section 15301(c) of the California Environmental Quality Act guidelines and Class 1(x), Subsections 2, 7, 9, 14, and 22 of the Environmental Reporting Procedures and Guidelines adopted by the Board on November 17, 1987. These exemptions provide for resurfacing roadway pavement, sidewalk construction, and curb and gutter construction.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Improvement of the roadway pavement on 108th Street et al. is needed to enhance the quality of life for residents who travel on these streets.

**CONCLUSION**

Please return one adopted copy of this letter and two originals of the cooperative agreement to the Department of Public Works, Programs Development Division. If you have any questions, please contact Pamela Manning at (626) 458-7131 or [pmanning@dpw.lacounty.gov](mailto:pmanning@dpw.lacounty.gov).

Respectfully submitted,

A handwritten signature in black ink that reads "Gail Farber". The signature is written in a cursive, flowing style.

GAIL FARBER  
Director

GF:JTW:dg

Enclosures

c: Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office

AGREEMENT

13-013

THIS AGREEMENT, made and entered into by and between the CITY OF INGLEWOOD, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY) and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, CITY and COUNTY propose to construct roadway improvements on 108th Street from Van Ness Avenue to Normandie Avenue, 108th Street from 700 feet west of Vermont Avenue to 56 feet west of Vermont Avenue, Van Ness Avenue from Century Boulevard to Imperial Highway, and Western Avenue from 104th Street to 1,802 feet south of Imperial Highway. This work includes resurfacing of pavement, and reconstruction of curb, gutter, sidewalks, and driveways (which work is hereinafter referred to as PROJECT); and

WHEREAS, PROJECT is within the geographical boundaries of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, COUNTY is willing to perform or cause to be performed the preliminary engineering, construction contract, construction inspection and engineering, materials testing, construction survey, right of way engineering, right-of-way acquisition, environmental documentation, and contract administration for PROJECT; and

WHEREAS, COST OF PROJECT is currently estimated to be Four Million Four Hundred Forty-six Thousand Seven Hundred and 00/100 Dollars (\$4,446,700.00) with CITY'S estimated share being One Million Two Hundred Eighteen Thousand Four Hundred and 00/100 Dollars (\$1,218,400.00) and COUNTY'S estimated share being Three Million Two Hundred Twenty-eight Thousand Three Hundred and 00/100 Dollars (\$3,228,300.00); and

WHEREAS, CITY and COUNTY are willing to finance their respective shares of COST OF PROJECT; and

WHEREAS, CITY proposes to finance its jurisdictional share of cost of PROJECT by utilizing CITY'S credit of Federal Surface Transportation Program-Local (STP-L) funds previously assigned to COUNTY under Agreement 77057 and other CITY funds; and

WHEREAS, COUNTY is willing to apply the CITY'S credit of Federal STP-L funds toward CITY'S jurisdictional share of COST OF PROJECT; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority has procedures in effect that permit the transfer of Federal STP-L funds between agencies; and

WHEREAS, this AGREEMENT is authorized and provided for by the provision of Section 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

1) DEFINITIONS:

- a. JURISDICTION as referred to in this AGREEMENT shall be defined as the area within the geographical boundary of the CITY and the unincorporated areas of the COUNTY.
- b. CONSTRUCTION COST OF PROJECT as referred to in this AGREEMENT shall consist of the COSTS OF CONSTRUCTION CONTRACT (as defined below), contract administration, construction survey, construction engineering and inspection, final signing and striping, traffic detour, utility engineering and relocation, material testing, changes and modifications of plans and specifications necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, and all other work and materials necessary to construct PROJECT in accordance with the approved plans and specifications and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- c. COST OF PRELIMINARY ENGINEERING as referred to in this AGREEMENT shall consist of the costs of environmental documentation and approvals/permits; design survey, traffic report and geometric investigation; right-of-way acquisition and certification; materials reports, preparation of plans, specifications, and cost estimates; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- d. COST OF CONSTRUCTION CONTRACT as referred to in this AGREEMENT shall consist of the total of payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.

- e. COST OF PROJECT as referred to in this AGREEMENT shall mean the sum of the CONSTRUCTION COST OF PROJECT and COST OF PRELIMINARY ENGINEERING and CITY'S contribution to the Contract Cities Trust Fund.
- 2) CITY AGREES:
- a. To finance CITY'S jurisdictional share of COST OF PROJECT currently estimated to be One Million Two Hundred Eighteen Thousand and Four Hundred 00/100 Dollars (\$1,218,400.00), the actual amount of which is to be determined by a final accounting of PROJECT costs pursuant to paragraph (4) a., below.
  - b. To approve the use of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) of CITY'S STP-L credit previously assigned to COUNTY under Agreement 77057 to finance a portion of CITY'S jurisdictional share of COST OF PROJECT.
  - c. To deposit with COUNTY, following the execution of this AGREEMENT and upon demand by COUNTY, sufficient funds currently estimated to be Seven Hundred Eighteen Thousand Four Hundred and 00/100 Dollars (\$718,400.00) to finance CITY'S remaining share of COST OF PROJECT. Said demand will consist of a billing invoice prepared by COUNTY.
  - d. To grant to COUNTY, at no cost to COUNTY, any temporary right of way that CITY owns or has an easement for that is necessary for the construction of PROJECT.
  - e. Upon receipt of application from COUNTY and approval of construction plans for PROJECT, to issue COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY'S JURISDICTION.
  - f. Upon completion of PROJECT, to accept full and complete ownership responsibility, and to maintain in good condition and at CITY'S expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION.
  - g. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract, and in all things necessary and proper to complete PROJECT.

- h. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services that interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of these utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over the utility facilities and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.

3) COUNTY AGREES:

- a. To perform or cause to be performed the preliminary engineering, construction inspection and engineering, materials testing, construction survey, contract administration, and all other work necessary to complete PROJECT.
- b. To finance COUNTY'S jurisdictional share of COST OF PROJECT, the amount of which is to be determined by a final accounting pursuant to paragraph 4) a., below.
- c. To apply the CITY'S credit of Federal STP-L funds in the amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00), previously assigned to COUNTY under AGREEMENT 77057 to CITY'S jurisdictional share of COST OF PROJECT.
- d. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids. CITY'S approval may not be unreasonably withheld.
- e. To advertise PROJECT for construction bids, award and administer the construction contract, do all things necessary and proper to complete PROJECT, and act on behalf of CITY in all negotiations pertaining thereto.
- f. To furnish CITY, within one hundred eighty (180) calendar days after final payment to contractor a final accounting of the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.
- g. Upon completion of PROJECT to maintain in good condition and at COUNTY'S expense all improvements constructed as part of PROJECT within COUNTY'S JURISDICTION.

4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the location of the improvements and/or work done. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to any such work or improvement) located within COUNTY'S JURISDICTION shall be borne by COUNTY. Such costs constitute COUNTY'S JURISDICTIONAL share of the COST OF PROJECT. The cost of all work or improvements (including all engineering, administration, and all other costs incidental to any such work or improvement) located within CITY'S JURISDICTION shall be borne by CITY. Such costs constitute CITY'S JURISDICTIONAL share of the COST OF PROJECT.
- b. That if at final accounting or interim final accounting, the amount of other CITY funds due COUNTY exceeds CITY'S deposit, as set forth in paragraph (2) c., above, CITY shall authorize COUNTY to apply additional CITY Federal STP-L credit upon demand, if available, or assign to COUNTY additional CITY Federal STP-L funds, if available. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the required CITY funds are less than CITY'S deposit, as set forth in paragraph (2) c., above, COUNTY shall refund the difference to CITY.
- c. That if CITY'S share of COST OF PROJECT, based upon the final accounting, exceeds CITY'S available Federal STP-L credit, additional CITY Federal STP-L funds available to be assigned to COUNTY pursuant to paragraph (4) b., above, and CITY'S cash deposit(s), COUNTY shall make a demand for the additional amount and CITY shall either pay to COUNTY the additional amount or if CITY disputes the additional amount demanded, follow the procedure set forth in paragraph (4) e., below, for dealing with discrepancies. Said demand will consist of a billing invoice prepared by COUNTY.
- d. That if CITY'S authorization as set forth in paragraph (4) b., above, or final payment, as set forth in paragraph (4) c., above, is not delivered to COUNTY office which is described on the billing invoice prepared by COUNTY within thirty (30) calendar days after the date of said invoice, notwithstanding the provisions of Government Code Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY, after giving notice to CITY of COUNTY'S intention to do so.



- e. CITY shall review the final and/or interim accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.
- f. COUNTY, at any time, may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds, if applicable. CITY shall be notified of such changes by invoice.
- g. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. CITY shall have no obligation to inspect PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- h. For the portion of PROJECT in CITY'S JURISDICTION, COUNTY hereby assigns all of its right, title, and interest to any unexpired portion of a one-year warranty granted to the COUNTY by the construction contractor constructing PROJECT. CITY agrees to accept said assignment as its sole remedy against COUNTY in connection with defects relating to said PROJECT.
- i. This AGREEMENT may be amended or modified only by mutual written consent of CITY and COUNTY. Amendments and modification of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.
- j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Louis Atwell  
Director of Public Works  
City of Inglewood  
One Manchester Boulevard  
Inglewood, CA 90306

COUNTY: Ms. Gail Farber  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- k. Other than as provided below, neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- l. Other than as provided below, neither COUNTY nor any officer or employee of COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY'S JURISDICTION or arising from acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend and hold COUNTY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.
- m. Other than as provided below, neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any

liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.

- n. Neither CITY nor any officer or employee of CITY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the COUNTY'S JURISDICTION or arising from acts or omissions on the part of the COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the COUNTY under this AGREEMENT, including liability under the CERCLA and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend and hold CITY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.
- o. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- p. The provisions of this AGREEMENT shall supersede and control over any provisions inconsistent herewith in the Assumption of Liability Agreement 33195 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF INGLEWOOD on February 12, 2013, and by the COUNTY OF LOS ANGELES on April 2, 2013.



ATTEST:

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By

Rachelle Smitherman  
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By

Carole Suzuki / JMK  
Deputy

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

32

APR 2 2013

Sachi A. Hamai  
SACHI A. HAMAI  
EXECUTIVE OFFICER

COUNTY OF LOS ANGELES

By

Mark Ridley-Thomas  
Chairman, Board of Supervisors

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made:

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By

Rachelle Smitherman  
Deputy

CITY OF INGLEWOOD

By

J. J. Butte  
Mayor

ATTEST:

By

James H. ...  
City Clerk

APPROVED AS TO FORM:

By

Ge P. ...  
City Attorney